



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Agreement for Professional Services between City of Lodi and Atlas Properties, Inc. for urban design/architectural plans to be completed by Carl A. Worthington AIA ASLA and Associates.

MEETING DATE: May 5, 1999

PREPARED BY: Economic Development Coordinator

RECOMMENDATION: To approve the Agreement for Professional Services for Carl A. Worthington and Associates to carry out a scope of work that includes the preparation of thematic urban design plans for the joint Cinema/Parking/Retail/Streetscape project.

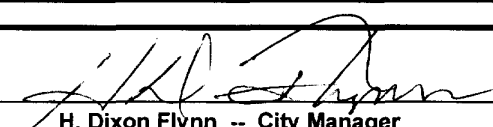
BACKGROUND INFORMATION: Over the past year, the City of Lodi has taken part in ongoing theater discussions with the proposed developers, Edward A. Barkett and Anthony M. Barkett. In an attempt to make the project economically viable and create a strong anchor to furthering the Downtown redevelopment, designs of the facility have taken on many different looks. A consistent effort, however, has been made to cooperatively partner with the developer on all aspects of the project. In fact, a precedent has been established to financially partner with the Barketts on issues of common interest and benefit to both parties. Examples include the original combination theater/parking structure design and the Environmental Site Assessment Analysis, Phases I and II.

For cost reasons, we have abandoned the combination theater/parking structure concept and have begun a master design plan on a theme that will include three separate but complementary elements: 1) A downtown "park and ride" structure that is to be financed with a combination of federal grant moneys, 2) Streetscape treatment along Elm and Sacramento Streets to be funded with Community Development Block Grant Funds, and 3) A theater design. The trick to the master design plan is to jointly coordinate the three components with a common architectural theme – a task left to the Carl A. Worthington design team that has extensive experience in specially designed infill entertainment-oriented projects. As a matter of information, the Worthington design team was selected through an RFP process conducted by the developers, and after several interview sessions with City staff.

Since two of the project components, parking structure and streetscape design, are considered to be the City's sole responsibility, we are proposing to participate with the developer in assuming our share of the design costs. These costs will be born by the Business Attraction Fund which was adopted by the Council in October of 1996 as part of the Central City Revitalization Incentive Package.

Applicable contracts and memorandums of understanding are attached.

APPROVED: _____


H. Dixon Flynn -- City Manager



CITY OF LODI

COUNCIL COMMUNICATION

FUNDING: \$28,000 (Economic Development Business Attraction Fund)

Vicky McAthie
Vicky McAthie, Finance Director

Respectfully submitted,

Tony C. Goehring
Tony C. Goehring
Economic Development Coordinator

APPROVED: _____
H. Dixon Flynn -- City Manager

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, by and between Edward A. Barkett and Anthony M. Barkett (the "Developer"), on the one hand, and the City of Lodi, a public body corporate and politic (the "City"), on the other hand, is entered into as of this ____ day of April, 1999.

RECITALS

A. On or about January 15, 1999, Developer and the City entered into that certain agreement entitled Exclusive Right to Negotiate Agreement pursuant to which Developer and the City agreed to exclusively negotiate over the purchase and sale of certain City-owned parcels of land for the purpose of constructing a multi-screen theater in Downtown Lodi.

B. Developer and the City are currently cooperating to establish a master design plan for parts of Downtown Lodi along School Street, Elm Street and Sacramento Street (the "Project Area").

C. The City desires that the Developer retain a licensed architect to create a master design plan for the Project Area.

D. Based upon size and scope of the Project Area, the City and the Developer have determined that the City should reimburse the Developer for Seventy Percent (70%) of all architectural costs incurred by the Developer in developing a master plan for the Project Area.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

AGREEMENT

1. Developer shall hire a licensed architect to create a master design plan for the Project Area.
2. Developer shall provide the City with copies of (i) all documentation related to the hiring of an architect, (ii) all drawings and work product prepared by the architect and (iii) all invoices submitted by the architect.
3. Within fourteen (14) days after receipt from Developer of an invoice from the architect or any subcontractors hired by the architect to perform services related to the master design plan of the Project Area, the City shall remit to Developer an amount equal to Seventy Percent (70%) of the amount of the architect's and/or the subcontractor's invoice; provided, however, that absent approval from the City Council, the City shall not be required to reimburse Developer for architectural costs which exceed, in total, the sum of \$40,000. Accordingly, absent City Council approval, the City's total architectural cost reimbursements to Developer shall not exceed \$28,000.

4. Any controversy between Developer and the City involving the construction or application of any of the terms, conditions or provisions of this Memorandum of Understanding shall, without exception, be submitted to arbitration. Such arbitration shall be conducted in accordance with and governed by the rules of the California Judicial Arbitration Act. The cost of arbitration, including reasonable attorney's fees, shall be borne by the losing party or in such proportion as determined by the arbitrator.

5. This Memorandum of Understanding represents the entire Memorandum of Understanding between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous Memorandum of Understandings, whether oral or written.

6. Any modification of this Memorandum of Understanding will be effective only if it is in writing and signed by the party to be charged.

7. The waiver by one party to any right to which it is entitled under this Memorandum of Understanding shall not act as a waiver of that right or any other right for all or any other times.

8. If any provision of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall continue in full force and effect without being invalidated or impaired in any way.

9. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of California.

10. Should any party hereto commence suit to enforce the rights and obligations created by this Memorandum of Understanding, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum of Understanding as of the date first written above.

DEVELOPER

THE CITY OF LODI

Edward A. Barkett

By _____
Its _____

Anthony M. Barkett

Approved as to form

Randall A. Hays
City Attorney

CARL A. WORTHINGTON AIA ASLA
and Associates

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urban design
architecture*

9 March 1999

Mr. Edward Barkett
Mr. Anthony Barkett
2800 West March Lane #360
Stockton, CA 95217-8218

Re: LODI DOWNTOWN
PROPOSAL FOR DESIGN SERVICES

Dear Ed and Anthony,

I really enjoyed meeting with both of you and Rad last week regarding Downtown Lodi. As we discussed, these properties will play a very important role as an entertainment/retail hub for the entire community. The challenge is still how to plan the various uses to achieve the greatest overall synergistic impact for the uses while enhancing the link between the proposed Cineplex on Elm St. on the West and the City Parking Structure and Retail to the East. Following is a Revised Proposal for Design Services, per our discussion.

OBJECTIVE

To prepare a Conceptual Master Plan to establish the character for a compact, pedestrian-oriented mixed-use Entertainment/Retail District along Elm and Sacramento Streets that will become a regional attraction, stimulating additional public and private renovation and improvements of the other adjacent properties. This Conceptual Master Plan would set the theme for proceeding to Schematic Design for each project component.

PROJECT PROGRAM

- Block 1
 - Cineplex
 - Approx. 54,400 sf
 - 12 screens - 40,000 sf ±
 - Retail - 14,000 sf ±
 - Possible small waste cleanup outlot on corner
 - To be developed by the Barketts
- Block 2
 - Parking Garage
 - Retail along Street
 - Approx. 43,200 sf
 - 446 spaces 3L
 - 20,000 sf
 - To be developed by the City

2601 Blake Street, Suite 400 Denver, CO 80205
Telephone 303 291 0284 Facsimile 303 296 9172

TEL: 209-939-9029
FAX: 209-939-9029
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Mr. Anthony Barkett
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- Block 3
 - 1 Block of Sacramento St. & Elm St. - New Streetscape Improvements to be developed by the City
- Block 4
 - Future City Parking Lot
 - Approx. 20,400 sf
 - Surface only
 - To be developed by the City

See EXHIBIT No. 4

SCOPE OF SERVICES

STEP 1 SITE RECONNAISSANCE/PROGRAM ANALYSIS

The intent of this effort after my visit to the Site, is to review Site and Vicinity information provided by you, the City or Consultants (See EXHIBIT NO. 1-REQUIRED DATA) to determine the existing Opportunities/Constraints of the Site in relation to adjacent uses. A photo inventory of adjacent uses would also be available for us to establish a thematic context.

This Site and Program Analysis would be summarized for discussion in a Workshop with you, the City and interested Property Owners or Citizens.

STEP 2 CONCEPTUAL MASTER PLAN

Based on the information and conclusions established in STEP 1, Conceptual Design Diagrams would be prepared to further define the interrelationships of Program Uses to create a destination that is a compact pedestrian-oriented mixed-use District linking the Cineplex to the Parking areas.

The following materials would be prepared:

- Conceptual Design Ideas
 - Facade Concepts
 - Uses
 - Streetscape Elements
 - Circulation / Parking
- Diagrammatic Site Sections

These materials would be presented in a Workshop with you, the City and interested Property Owners and Citizens.

Mr. Edward Barkett
Mr. Anthony Barkett
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Once preferred Concept Diagrams are selected, they would then be developed into a Conceptual Master Plan presentation package which would include:

- Illustrative Urban Design Plan
- Building Use Plan
- Circulation/Parking
- Streetscape Elements
- Site Sections
- Vignette Character Sketches (3)
- Birdseye Perspective (1)
- Area Tabulations

These materials would be presented to you, the City, interested Property Owners and Citizens.

ADDITIONAL SERVICES

If requested, the following Additional Services could be provided:

- Slide Show
- Scale Model
- Booklet
- Trips to Lodi in addition to the Workshops

SCHEDULE

We are prepared to commence Services upon your Authorization and receipt of an Initial Payment. Following is the estimated time frame depending on timely receipt of information and decisions:

STEP 1	Reconnaissance/Program Analysis	2-3 weeks
STEP 2	Conceptual Master Plan	4-6 weeks

COMPENSATION

In consideration for providing the above Services, the client agrees to pay fees as follows:

STEP 1	Reconnaissance/Program Analysis	\$ 5,000.00 Estimate (Hourly)
STEP 2	Conceptual Master Plan	\$ 35,000.00 Lump Sum
	Renderings budget	\$ 10,000.00 Est., subj to approval
EXTRA TRIPS	As needed	Hourly (EXHIBIT No.3)

Mr. Edward Barkett
Mr. Anthony Barkett
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PAYMENT

An Initial Payment of \$5,000.00 would be due at execution of this Agreement, and would be credited to final payment of STEP 2. Invoices will be submitted on a monthly basis and payment is to be made within 15 days, See EXHIBIT No. 2.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Design Services. We will submit Invoices separately on a monthly basis according to EXHIBIT No. 2.

EXTENDED DESIGN SERVICES

Upon completion of the Conceptual Master Plan, we could provide detailed Architectural Design services for each Project to insure the Project is properly executed. These Architectural Design Services would be divided into the Schematic Design Phase, Design Development Phase, Construction Documents Phase, Services During Construction Phase as well as preparing Design Guidelines for tenants if required.

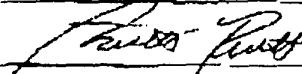
Ed and Anthony, thank you again for the opportunity to submit this Proposal. I look forward to working with you, and the City on this challenging Project.

Sincerely,



Carl A. Worthington AIA ASLA
Principal

AUTHORIZATION TO PROCEED

By: 

Title: Partner

Date: 4-23-89